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CITY OF TORONTO

Department of the City Clerk

City Hall, Toronto, Ontario, Canada M5H 2N2

Roy V. Henderson / City Clerk

Barbara Caplan / Deputy City Clerk

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METROPOLITAN TORONTO LIBRARY

February 13, 1985

METROPOLITAN TORONTO CENTRAL LIBRARY Municipal Reference

To: Executive Committee

Re: The Spadina Three-Foot Strip

At its meeting on February 11, 1985, City Council gave consideration to the attached report dated February 8, 1985, from Mayor Eggleton forwarding correspondence received from the Premier of Ontario advising that the Province will lease the three-foot strip located immediately south of Eglinton Avenue to the City of Toronto for parks purposes under Section 108, Paragraph 51 of the Municipal Act. Mayor Eggleton also forwarded a report dated February 8, 1985, from the Commissioner of Parks and Recreation and the Commissioner of Planning and Development proposing that a park be established on the three-foot strip.

Council took the following action:

(1) passed By-law No. 168-85 authorizing the entering into and execution of the 99 year lease for the three-foot strip and establishing and laying out of such as a public park after its acquisition by the City;

(2) authorized the provision of the nominal rent of $1.00 from the Contingency Account;

(3) endorsed the park concept, but not necessarily the name of the park nor the funds recommended, as outlined in the report dated February 8, 1985, from the Commissioner of Parks and Recreation and the Commisisoner of Planning and Development;

(4) requested the Commissioner of Parks and Recreation and the Commissioner of Planning and Development, in consultation with the Budget Review Group, to report to the next meeting of the

Executive Committee on the design, implementation and funding of the park.

Also enclosed for your information is a copy of By-law No. 168-85.

Yours truly,

Ray V. Henderson.

City Clerk

/ka
DET

Encls.

METROPOLITAN
TORONTO
LIBRARY
Municipal Reference

City Clerk, City of York
Commissioner of Planning and Development
Commissioner of Parks and Recreation
City Solicitor
Budget Review Group
Commissioner of Finance
Director of Budgets
City Auditor
Commissioner of City Property
Executive Committee (york:4)

TOR
711.73097135
S61
AUG 12 1985

The City of Toronto
Arthur C. Eggleton
Mayor

TO: City Council

FROM: Mayor Art Eggleton (c03cncl85007)

DATE: February 8, 1985

RE: The Spadina Three Foot Strip

Attached are copies of:

1. A letter from Premier Davis dated February 4, 1985 forwarding an unexecuted 99 year lease to the City of Toronto for the three-foot strip of land located south of Eglinton Avenue in the City of York;

2. The unexecuted 99 year lease for the three-foot strip; and

3. A report dated February 8, 1985 from the Commissioners of Parks and Recreation and Planning and Development proposing that a park be established on the three-foot strip.

Recommendations:

(1) That Council pass a by-law authorizing the entering into and execution of the 99 year lease for the three-foot strip and that the nominal rent of $1.00 be provided from the contingency account;

. . . /2

(2) That Council authorize the establishing and laying out of the land described in the said lease as a public park;

(3 That the park concept as outlined in the February 8, 1985 report from the Commissioners of Parks and Recreation and Planning and Development be endorsed;

(4) That the Commissioner of Parks and Recreation, and the Commissioner of Planning and Development in consultation with the Budget Review Group be requested to report to the next Executive Committee meeting on the design, implementation and funding of the park;

(5) That leave be granted for the introduction of the necessary bill in Council to give effect hereto.

The Premier
of Ontario

Parliament Buildings
Queen's Park
Toronto, Ontario
M7A 1A1
965-1941

February 4, 1985

Dear Mayor Eggleton:

I would like to take this opportunity to summarize the current position regarding the Spadina issue.

As you are aware, the Ontario Government's position and commitment was confirmed in the Spadina Land Transfer Agreement between Metropolitan Toronto and the Province which was signed by the parties in 1984.

Title to the lands between Eglinton and Bloor Street, which was held by the Municipality of Metropolitan Toronto, has practically all been transferred to the Province and the ravine lands have been leased back to the City of Toronto.

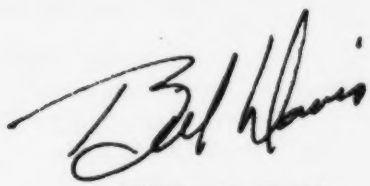
The only unresolved issue appears to be the three-foot strip located immediately south of Eglinton Avenue. Although we have always maintained that this strip should be retained by the Province pending resolution between the City of Toronto and the City of York, it would appear that such resolution is unlikely at an early date.

It is our view that, in terms of protection for the City of Toronto, it would be better if the lands were held by the Province. As you know, lands held by one level of government can be expropriated by a higher level of government but not vice versa without permission. If the strip were granted to the City of Toronto, it would be subject to expropriation by Metro, while if held by the Province, it would be subject only to a decision of the Legislature.

On this basis we have suggested that a 99-year lease to the City of Toronto is the most appropriate course of action. Consequently, a lease has been prepared and forwarded to your legal staff for review in which the Province will lease the three-foot strip to the City of Toronto for park purposes under Section 208, Paragraph 51 of the Municipal Act. This can be done by by-law of the City of Toronto without the involvement of the neighbouring municipality as the ownership of the land remains with the Province.

I firmly believe that this is the most appropriate way to resolve the issue in the best interests of the City of Toronto and the Province. I would sincerely appreciate your cooperation in expediting the approval of the lease by your staff and the execution of the by-law and lease by Council in an effort to bring this matter to a satisfactory conclusion.

Sincerely,



William G. Davis

His Worship
Mayor Arthur C. Eggleton,
City of Toronto,
City Hall,
Toronto, Ontario,
M5H 2N2.

THIS LEASE made in triplicate the fourteenth day of December, one thousand nine hundred and eighty-four.

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF GOVERNMENT SERVICES,

hereinafter referred to as the "Lessor",

OF THE FIRST PART;

- and -

THE CORPORATION OF THE CITY OF TORONTO

hereinafter referred to as the "Lessee",

OF THE SECOND PART:

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be respectively paid, observed and performed the Lessor DOTH HEREBY DEMISE AND LEASE unto the Lessee, its successors and assigns the lands and premises more particularly described in Schedule "A" hereto (herein called "the lands");

TO HAVE AND TO HOLD the lands for and during the term of ninety-nine (99) years, to be computed from the fourteenth day of December, 1984 and from thenceforth next ensuing and fully to be complete and ended;

YIELDING AND PAYING therefor during the entire term the sum of One Dollar ($1.00) of lawful money of Canada and receipt of which is hereby acknowledged by the Lessor.

THE LESSEE COVENANTS AND AGREES with the Lessor as follows:

1. To pay rent;

2. To pay all charges for services and utilities supplied to the lands;

3. To use the lands solely for the purposes of a public park authorized by by-law passed under the Municipal Act R.S.O. 1980, Chapter 302;

4. To maintain in good condition the boulevards and other sodded areas and carefully tend, preserve and protect the shade trees, shrubbery, hedges and other trees or plants which may from time to time be in, upon or about the lands;

5. To keep down noxious weeds and grasses;

6. To keep open any existing drain or culvert;

7. To keep up fences;

8. That the Lessor may enter and view the state of repair;

9. Not to use the lands for the purpose of displaying advertising material of any kind whatever;

10. Not to allow paper, refuse, garbage or other loose and objectionable material to lie or accumulate upon the lands, and to keep the lands at all times in a clean and tidy condition;

11. Not to do or permit anything to be done in, upon or about the lands which, in the opinion of the Lessor is a breach of a covenant in this Lease and a nuisance, annoyance or inconvenience to the Lessor, or to the occupants of adjoining houses, or to the neighbourhood;

12. Not to assign or sublet without leave; and

13. To save harmless and indemnify the Lessor of and from all manner of actions, causes of action, claims or demands arising out of loss, damage or injury sustained by any person or by the property of any person on the lands, including loss of life to persons.

THE LESSOR AND THE LESSEE MUTUALLY AGREE as follows:

1. That the Lessor is not required,

   (a) to improve the lands;

   (b) to ready the lands in any manner for use and occupation by the Lessee; or

   (c) to compensate the Lessee for any increase in the value of the lands by reason of work and improvements during the tenancy;

2. That the Lessee shall not construct, erect or maintain buildings or structures on the lands without the prior written approval of the Lessor;

3. That except for steps and pedestrian walkways the Lessee,

   (a) shall not construct, maintain or use a highway, street or lane upon the lands or any part thereof;

   (b) shall not permit any person to construct, maintain or use a highway, street or lane upon the lands or any part thereof;

4. That upon the expiration or termination of the Lease, the Lessee,

   (a) shall comply with the requirements of the Lessor for the removal of buildings and structures from lands;

(b) shall remove all chattels of the Lessee from the lands;

(c) shall fill to ground level all excavations for a purpose of the Lessee or the Lease; and

(d) shall leave the lands in a clean and tidy condition,

all work to be completed at the cost and expense of the Lessee and to the satisfaction of the Lessor;

5. That the Lessor shall pay the taxes and local improvement rates and charges, if any;

6. That every right of entry given to or retained by a party to the Lease may be exercised by the party, Her and its successors and assigns, and Her, its and their servants, employees, agents and contractors with or without vehicles, machinery and equipment;

7. And that,

(1) All notices under the Lease must be in writing;

(2) Any notice under the Lease may be served personally;

(3) Any notice to the Lessee shall be sufficiently served if mailed by pre-paid registered post addressed to the Lessee at New City Hall, 100 Queen Street West, Toronto, Ontario, M5H 2N2, or as directed from time to time by the Lessee; and

(4) Any notice under the Lease shall be sufficiently served if mailed by prepaid registered post addressed to the Director, Realty Services Branch, Ministry of Government Services, 5th Floor,

Ferguson Block, 77 Wellesley Street West, Toronto Ontario, M7A 1N3, or as directed from time to time by or on behalf of the Lessor.

9. PROVISO for re-entry by the Landlord on non-payment of rent or non-performance of covenants.

10. This Lease shall not be binding upon the Lessor until it has been executed by or on behalf of the Minister of Government Services.

IN WITNESS WHEREOF the parties hereto have executed this Lease.

SIGNED, SEALED
AND DELIVERED:

In the presence of

HER MAJESTY THE QUEEN in right of Ontario as represented by

MINISTER OF GOVERNMENT SERVICES

THE CORPORATION OF THE CITY OF TORONTO

Per:_____

Per:_____

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the City of York, in the Municipality of Metropolitan Toronto, formerly in the County of York and Province of Ontario, being composed of:

FIRSTLY:

The Northerly 3.00 feet in perpendicular width of Lots 49 and 57 according to a plan registered in the Registry Office for the former County of York as 1103, but now registered in the land Registry Office for the Registry Division of Toronto Boroughs (No.64), the said parcel of land being designated as PARTS 1 and 2 on a plan of survey deposited in the said Land Registry Office as 64R-7639;

Reserving unto the Municipality of Metropolitan Toronto its successors and assigns, a sub-surface easement for the purposes of the operation of the Spadina Rapid Transit line by the Toronto Transit Commission under that part of the said lot 57 designated as the said PART 2.

SECONDLY:

The Northerly 3.00 feet in perpendicular width of Lots 65 and 73 according to a plan registered in the Registry Office for the former County of York as 1103 but now registered in the Land Registry Office for the Registry Division of Toronto Boroughs (No. 64), the said parcel of land being designated as PARTS 3 and 4 on a plan of survey deposited in the said Land Registry Office as 64R-7639.

Reserving unto the Municipality of Metropolitan Toronto its successors and assigns a sub-surface easement for the purposes of the operation of the Spadina Rapid Transit line by the Toronto Transit Commission under that part of the said lot 65 designated as the said PART 3.

...2

THIRDLY:

The northerly 3.00 feet in perpendicular width of lot 205 according to a plan registered in the Registry Office for the former County of York as 2338 but now registered in the Land Registry Office for the Registry Division of Toronto Boroughs (No. 64).

Subject to the right of the northerly portion of the 1 1/2 storey building known as premises 222 Strathearn Road to encroach to the extent as existing in February, 1980 and for the lifetime of the said building over the hereinbefore described parcel of land.

CITY OF TORONTO
PLANNING AND DEVELOPMENT DEPARTMENT

FEB [illegible]

550/09258
Urban Design
February 8, 1985

To: City Council

Subject: Barrier Park

Origin: Commissioner of Planning & Development and Commissioner of Parks and Recreation (c71cnc185009:114)

Background:

The Province of Ontario has deeded to the City of Toronto a three foot strip of land for parks purposes in the Borough of York. This strip of land runs in an east-west direction in three parcels between Winnett Avenue and midway between Strathearn Avenue and Flanders Road as shown on the attached survey.

As requested by the Mayor's office this report proposes a design for this strip of land to be named Barrier Park.

Discussion

Though small this is a highly symbolic park. It is proposed therefore to treat it in a way which emphasizes its role.

The central parcel which runs between Everden and Strathearn is already landscaped as part of Ben Nobleman Parkette. It is proposed in this portion of Barrier Park to install 10 park benches facing north interspersed in a row of tall trees to be located in a line from east to west. On the ground Barrier Park would be additionally defined by an intermittent band of granite pavers running through the parkette.

On the two flanking parcels of lands between Winnett and Everden and Strathearn and Flanders which are located in the parking lot of the Division 13 Police Station and adjacent to a paved laned respectively, it is proposed to extend a solid band of granite pavers which would contrast in colour and texture with the adjoning paving to define the extent of the Barrier Park.

At an appropriate location within the central parcel it is proposed to install a bronze plaque explaining the origin and significance of Barrier Park.

The costs of Barrier Park are estimated to be in the order of $60,000.

Recommendations:

That City Council endorse the park concept as outlined in this report.

Stephen G. McLaughlin
Commissioner

Herb Pirk
Commissioner

KG:jp

No. 168-85. A BY-LAW

To authorize the entering into and execution of a lease respecting the acquiring of certain land for public park purposes and to authorize the establishing and laying out of such land as a public park after its acquisition by the City.

(Passed February 11, 1985.)

Whereas paragraph 51 of section 208 of the Municipal Act authorizes the passing of by-laws for acquiring land for and establishing and laying out public parks in the municipality or in any adjoining local municipality;

And Whereas the City of York is an adjoining local municipality;

And Whereas the Council of The Corporation of the City of Toronto by a resolution adopted at its meeting held on the 11th day of February, 1985, authorized the entering into and execution of a lease with Her Majesty The Queen in right of Ontario as represented by the Minister of Government Services in the form of the lease attached to a communication dated February 8, 1985, from His Worship Mayor Eggleton and the establishing and laying out of the land described in the said lease for a public park;

Therefore, the Council of The Corporation of the City of Toronto enacts as follows:

1. The entering into and execution of a lease with Her Majesty The Queen in right of Ontario as represented by the Minister of Government Services in the form attached to a communication dated February 8, 1985, from His Worship Mayor Eggleton, which report was adopted by resolution adopted by Council at its meeting held on the 11th day of February, 1985, is hereby authorized.

2. The lease shall be signed by the Mayor or by any other member of the Executive Committee and by the City Treasurer or the Deputy City Treasurer and the City Treasurer or the Deputy City Treasurer is hereby authorized and directed to affix the seal of the Corporation to such lease.

3. The establishing and laying out of the land described in the lease authorized as aforesaid, as a public park, upon its acqusition by the City, is hereby authorized.

ARTHUR C. EGGLETON,
Mayor.

ROY V. HENDERSON
City Clerk.

Council Chamber,
Toronto, February 11, 1985.
(L.S.)